

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

SPOTLIGHT TICKET  
MANAGEMENT, INC. d/b/a  
TICKETMANAGER,

Plaintiff,

v.

CONCIERGE LIVE LLC,

Defendant.

Case No. 2:24-cv-00859-WLH-  
SSC

STIPULATED PROTECTIVE  
ORDER

CONCIERGE LIVE LLC,

Counterclaimant,

v.

SPOTLIGHT TICKET  
MANAGEMENT, INC.  
d/b/a TICKETMANAGER,

Counterdefendant,

**1. INTRODUCTION**

1.1 Purposes and Limitations. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted.

Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or

1 items that are entitled to confidential treatment under the applicable  
2 legal principles.

3 1.2 Good Cause Statement.

4 This action is likely to involve trade secrets, customer and pricing  
5 lists and other valuable research, development, commercial, financial,  
6 technical and/or proprietary information for which special protection  
7 from public disclosure and from use for any purpose other than  
8 prosecution of this action is warranted. Such confidential and  
9 proprietary materials and information consist of, among other things,  
10 confidential business or financial information, information regarding  
11 confidential business practices, customer identities and contract pricing  
12 or other confidential research, development, or commercial information  
13 (including information implicating privacy rights of third parties),  
14 information otherwise generally unavailable to the public, or which may  
15 be privileged or otherwise protected from disclosure under state or  
16 federal statutes, court rules, case decisions, or common law. Accordingly,  
17 to expedite the flow of information, to facilitate the prompt resolution of  
18 disputes over confidentiality of discovery materials, to adequately protect  
19 information the parties are entitled to keep confidential, to ensure that  
20 the parties are permitted reasonable necessary uses of such material in  
21 preparation for and in the conduct of trial, to address their handling at  
22 the end of the litigation, and serve the ends of justice, a protective order  
23 for such information is justified in this matter. It is the intent of the  
24 parties that information will not be designated as confidential for tactical  
25 reasons and that nothing be so designated without a good faith belief  
26 that it has been maintained in a confidential, non-public manner, and  
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1 there is good cause why it should not be part of the public record of this  
2 case.

3 1.3 Acknowledgment of Procedure for Filing Under Seal. The  
4 parties further acknowledge, as set forth in Section 12.3, below, that this  
5 Stipulated Protective Order does not entitle them to file confidential  
6 information under seal; Local Rule 79-5 sets forth the procedures that  
7 must be followed and the standards that will be applied when a party  
8 seeks permission from the court to file material under seal.

9 There is a strong presumption that the public has a right of access  
10 to judicial proceedings and records in civil cases. In connection with  
11 non-dispositive motions, good cause must be shown to support a filing  
12 under seal. *See Kamakana v. City and Cnty. of Honolulu*, 447 F.3d  
13 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v. Gen. Motors*  
14 *Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony*  
15 *Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
16 protective orders require good cause showing), and a specific showing of  
17 good cause or compelling reasons with proper evidentiary support and  
18 legal justification, must be made with respect to Protected Material that  
19 a party seeks to file under seal. The parties' mere designation of  
20 Disclosure or Discovery Material as CONFIDENTIAL does not—  
21 without the submission of competent evidence by declaration,  
22 establishing that the material sought to be filed under seal qualifies as  
23 confidential, privileged, or otherwise protectable—constitute good cause.

24 Further, if a party requests sealing related to a dispositive motion  
25 or trial, then compelling reasons, not only good cause, for the sealing  
26 must be shown, and the relief sought shall be narrowly tailored to serve  
27 the specific interest to be protected. *See Pintos v. Pac. Creditors Ass'n*,  
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1 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of  
2 information, document, or thing sought to be filed or introduced under  
3 seal in connection with a dispositive motion or trial, the party seeking  
4 protection must articulate compelling reasons, supported by specific  
5 facts and legal justification, for the requested sealing order. Again,  
6 competent evidence supporting the application to file documents under  
7 seal must be provided by declaration.

8 Any document that is not confidential, privileged, or otherwise  
9 protectable in its entirety will not be filed under seal if the confidential  
10 portions can be redacted. If documents can be redacted, then a redacted  
11 version for public viewing, omitting only the confidential, privileged, or  
12 otherwise protectable portions of the document, shall be filed. Any  
13 application that seeks to file documents under seal in their entirety  
14 should include an explanation of why redaction is not feasible.  
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## 16 **2. DEFINITIONS**

17  
18 2.1 Action: this pending federal lawsuit.

19 2.2 Challenging Party: a Party or Non-Party that challenges the  
20 designation of information or items under this Order.

21 2.3 “CONFIDENTIAL” Information or Items: information  
22 (regardless of how it is generated, stored or maintained) or tangible  
23 things that qualify for protection under Rule 26(c) of the Federal Rules of  
24 Civil Procedure, and as specified above in the Good Cause Statement.

25 2.4 Counsel: Outside Counsel of Record and House Counsel (as  
26 well as their support staff).

27 2.5 Designating Party: a Party or Non-Party that designates  
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1 information or items that it produces in disclosures or in responses to  
2 discovery as “CONFIDENTIAL.”

3 2.6 Disclosure or Discovery Material: all items or information,  
4 regardless of the medium or manner in which it is generated, stored, or  
5 maintained (including, among other things, testimony, transcripts, and  
6 tangible things), that are produced or generated in disclosures or  
7 responses to discovery in this matter.

8 2.7 Expert: a person with specialized knowledge or experience in  
9 a matter pertinent to the litigation who has been retained by a Party or  
10 its counsel to serve as an expert witness or as a consultant in this Action.

11 2.8 Final Disposition: the later of (1) dismissal of all claims and  
12 defenses in this Action, with or without prejudice; and (2) final judgment  
13 herein after the completion and exhaustion of all appeals, rehearings,  
14 remands, trials, or reviews of this Action, including the time limits for  
15 filing any motions or applications for extension of time pursuant to  
16 applicable law.

17 2.9 In-House Counsel: attorneys who are employees of a party to  
18 this Action. In-House Counsel does not include Outside Counsel of  
19 Record or any other outside counsel.

20 2.10 Non-Party: any natural person, partnership, corporation,  
21 association, or other legal entity not named as a Party to this action.

22 2.11 Outside Counsel of Record: attorneys who are not employees  
23 of a party to this Action but are retained to represent or advise a party to  
24 this Action and have appeared in this Action on behalf of that party or  
25 are affiliated with a law firm which has appeared on behalf of that party,  
26 and includes support staff.

27 2.12 Party: any party to this Action, including all of its officers,  
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1 directors, employees, consultants, retained experts, and Outside Counsel  
2 of Record (and their support staffs).

3 2.13 Producing Party: a Party or Non-Party that produces  
4 Disclosure or Discovery Material in this Action.

5 2.14 Professional Vendors: persons or entities that provide  
6 litigation- support services (e.g., photocopying, videotaping, translating,  
7 preparing exhibits or demonstrations, and organizing, storing, or  
8 retrieving data in any form or medium) and their employees and  
9 subcontractors.

10 2.15 Protected Material: any Disclosure or Discovery Material that  
11 is designated as “CONFIDENTIAL.”

12 2.16 Receiving Party: a Party that receives Disclosure or Discovery  
13 Material from a Producing Party.  
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### 15 **3. SCOPE**

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17 The protections conferred by this Stipulation and Order cover not  
18 only Protected Material (as defined above), but also (1) any information  
19 copied or extracted from Protected Material; (2) all copies, excerpts,  
20 summaries, or compilations of Protected Material; and (3) any  
21 testimony, conversations, or presentations by Parties or their Counsel  
22 that might reveal Protected Material.

23 Any use of Protected Material at trial shall be governed by the  
24 orders of the trial judge. This Stipulated Protective Order does not  
25 govern the use of Protected Material at trial.  
26

### 27 **4. TRIAL AND DURATION**

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1 The terms of this Stipulated Protective Order apply through Final  
2 Disposition of the Action.

3 Once a case proceeds to trial, information that was designated as  
4 CONFIDENTIAL or maintained pursuant to this Stipulated Protective  
5 Order and used or introduced as an exhibit at trial becomes public and  
6 will be presumptively available to all members of the public, including  
7 the press, unless compelling reasons supported by specific factual  
8 findings to proceed otherwise are made to the trial judge in advance of  
9 the trial. *See Kamakana*, 447 F.3d at 1180–81 (distinguishing “good  
10 cause” showing for sealing documents produced in discovery from  
11 “compelling reasons” standard when merits-related documents are part  
12 of court record). Accordingly, for such materials, the terms of this  
13 Stipulated Protective Order do not extend beyond the commencement of  
14 the trial.  
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17 **5. DESIGNATING PROTECTED MATERIAL**

18 5.1 Exercise of Restraint and Care in Designating Material for  
19 Protection. Each Party or Non-Party that designates information or  
20 items for protection under this Order must take care to limit any such  
21 designation to specific material that qualifies under the appropriate  
22 standards. The Designating Party must designate for protection only  
23 those parts of material, documents, items, or oral or written  
24 communications that qualify so that other portions of the material,  
25 documents, items, or communications for which protection is not  
26 warranted are not swept unjustifiably within the ambit of this Order.

27 Mass, indiscriminate, or routinized designations are prohibited.  
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Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

**5.2 Manner and Timing of Designations.** Except as otherwise provided in this Stipulated Protective Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Stipulated Protective Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Stipulated Protective Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the



1 inspecting Party has indicated which documents it would like copied  
2 and produced. During the inspection and before the designation, all of  
3 the material made available for inspection shall be deemed  
4 CONFIDENTIAL. After the inspecting Party has identified the  
5 documents it wants copied and produced, the Producing Party must  
6 determine which documents, or portions thereof, qualify for protection  
7 under this Stipulated Protective Order. Then, before producing the  
8 specified documents, the Producing Party must affix the  
9 “CONFIDENTIAL” legend to each page that contains Protected  
10 Material. If only a portion or portions of the material on a page  
11 qualifies for protection, the Producing Party also must clearly identify  
12 the protected portion(s) (e.g., by making appropriate markings in the  
13 margins).

14 (b) for testimony given in depositions that the Designating Party  
15 identify the Disclosure or Discovery Material on the record, before the  
16 close of the deposition all protected testimony.

17 (c) for information produced in some form other than  
18 documentary and for any other tangible items, that the Producing Party  
19 affix in a prominent place on the exterior of the container or containers  
20 in which the information is stored the “CONFIDENTIAL” legend. If only  
21 a portion or portions of the information warrants protection, the  
22 Producing Party, to the extent practicable, shall identify the protected  
23 portion(s).

24  
25 5.3 Inadvertent Failures to Designate. If timely corrected, an  
26 inadvertent failure to designate qualified information or items does not,  
27 standing alone, waive the Designating Party’s right to secure protection  
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1 under this Order for such material. Upon timely correction of a  
2 designation, the Receiving Party must make reasonable efforts to assure  
3 that the material is treated in accordance with the provisions of this  
4 Stipulated Protective Order.

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6 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 6.1 Timing of Challenges. Any Party or Non-Party may  
8 challenge a designation of confidentiality at any time that is consistent  
9 with the court's Scheduling Order.

10 6.2 Meet and Confer. The Challenging Party shall initiate the  
11 dispute resolution process under Local Rule 37.1 et seq. and with  
12 Section 2 of Judge Christensen's Civil Procedures titled "Brief Pre-  
13 Discovery Motion Conference."<sup>1</sup>

14 6.3 The burden of persuasion in any such challenge proceeding  
15 shall be on the Designating Party. Frivolous challenges, and those  
16 made for an improper purpose (e.g., to harass or impose unnecessary  
17 expenses and burdens on other parties) may expose the Challenging  
18 Party to sanctions. Unless the Designating Party has waived or  
19 withdrawn the confidentiality designation, all parties shall continue to  
20 afford the material in question the level of protection to which it is  
21 entitled under the Producing Party's designation until the court rules on  
22 the challenge.  
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25 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**  
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27 <sup>1</sup> Judge Christensen's Procedures are available at  
28 <https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1           7.1 Basic Principles. A Receiving Party may use Protected  
2 Material that is disclosed or produced by another Party or by a Non-  
3 Party in connection with this Action only for prosecuting, defending, or  
4 attempting to settle this Action. Such Protected Material may be  
5 disclosed only to the categories of persons and under the conditions  
6 described in this Order. When the Action reaches a Final Disposition, a  
7 Receiving Party must comply with the provisions of section 13 below.

8           Protected Material must be stored and maintained by a Receiving  
9 Party at a location and in a secure manner that ensures that access is  
10 limited to the persons authorized under this Stipulated Protective  
11 Order.

12           7.2 Disclosure of “CONFIDENTIAL” Information or Items.  
13 Unless otherwise ordered by the court or permitted in writing by the  
14 Designating Party, a Receiving Party may disclose any information or  
15 item designated “CONFIDENTIAL” only:

16           (a) to the Receiving Party’s Outside Counsel of Record in this  
17 Action, as well as employees of said Outside Counsel of Record to whom  
18 it is reasonably necessary to disclose the information for this Action;

19           (b) to the officers, directors, and employees (including House  
20 Counsel) of the Receiving Party to whom disclosure is reasonably  
21 necessary for this Action;

22           (c) to Experts (as defined in this Order) of the Receiving Party to  
23 whom disclosure is reasonably necessary for this Action and who have  
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25           (d) to the court and its personnel;

26           (e) to court reporters and their staff;

27           (f) to professional jury or trial consultants, mock jurors, and  
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Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) to the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, to witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary, provided: (1) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) the witness will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) to any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

1 (a) promptly notify in writing the Designating Party. Such  
2 notification shall include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the  
4 subpoena or order to issue in the other litigation that some or all of the  
5 material covered by the subpoena or order is subject to this Protective  
6 Order. Such notification shall include a copy of this Stipulated  
7 Protective Order; and

8 (c) cooperate with respect to all reasonable procedures sought to  
9 be pursued by the Designating Party whose Protected Material may be  
10 affected.

11 If the Designating Party timely seeks a protective order, the  
12 Party served with the subpoena or court order shall not produce any  
13 information designated in this action as “CONFIDENTIAL” before a  
14 determination by the court from which the subpoena or order issued,  
15 unless the Party has obtained the Designating Party’s permission. The  
16 Designating Party shall bear the burden and expense of seeking  
17 protection in that court of its confidential material and nothing in these  
18 provisions should be construed as authorizing or encouraging a  
19 Receiving Party in this Action to disobey a lawful directive from another  
20 court.  
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23 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
24 **PRODUCED IN THIS LITIGATION**

25 9.1 Application. The terms of this Stipulated Protective Order  
26 are applicable to information produced by a Non-Party in this Action and  
27 designated as “CONFIDENTIAL.” Such information produced by Non-  
28 Parties in connection with this litigation is protected by the remedies

1 and relief provided by this Order. Nothing in these provisions should be  
2 construed as prohibiting a Non-Party from seeking additional  
3 protections.

4 9.2 Notification. In the event that a Party is required, by a valid  
5 discovery request, to produce a Non-Party's confidential information in  
6 its possession, and the Party is subject to an agreement with the Non-  
7 Party not to produce the Non-Party's confidential information, then the  
8 Party shall:

9 (a) promptly notify in writing the Requesting Party and the  
10 Non-Party that some or all of the information requested is subject to a  
11 confidentiality agreement with a Non-Party;

12 (b) make the information requested available for inspection by  
13 the Non-Party, if requested.

14 9.3 Conditions of Production. If the Non-Party fails to seek a  
15 protective order from this court within 14 days of receiving the notice  
16 and accompanying information, the Receiving Party may produce the  
17 Non-Party's confidential information responsive to the discovery request.  
18 If the Non-Party timely seeks a protective order, the Receiving Party  
19 shall not produce any information in its possession or control that is  
20 subject to the confidentiality agreement with the Non-Party before a  
21 determination by the court. Absent a court order to the contrary, the  
22 Non-Party shall bear the burden and expense of seeking protection in  
23 this court of its Protected Material.  
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26 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**  
27 **MATERIAL**  
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1 If a Receiving Party learns that, by inadvertence or otherwise, it  
2 has disclosed Protected Material to any person or in any circumstance  
3 not authorized under this Stipulated Protective Order, the Receiving  
4 Party must immediately (a) notify in writing the Designating Party of  
5 the unauthorized disclosures, (b) use its best efforts to retrieve all  
6 unauthorized copies of the Protected Material, (c) inform the person or  
7 persons to whom unauthorized disclosures were made of all the terms of  
8 this Order, and (d) request such person or persons to execute the  
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

10  
11 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
12 **OTHERWISE PROTECTED MATERIAL**  
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14 When a Producing Party gives notice to Receiving Parties that  
15 certain inadvertently produced material is subject to a claim of privilege  
16 or other protection, the obligations of the Receiving Parties are those set  
17 forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure. This  
18 provision is not intended to modify whatever procedure may be  
19 established in an e-discovery order that provides for production without  
20 prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal  
21 Rules of Evidence, insofar as the parties reach an agreement on the  
22 effect of disclosure of a communication or information covered by the  
23 attorney-client privilege or work product protection, the parties may  
24 incorporate their agreement in the stipulated protective order  
25 submitted to the court.  
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1 **12. MISCELLANEOUS**

2 12.1 Right to Further Relief. Nothing in this Stipulated  
3 Protective Order abridges the right of any person to seek its  
4 modification by the court in the future.

5 12.2 Right to Assert Other Objections. By stipulating to the entry  
6 of this Stipulated Protective Order no Party waives any right it  
7 otherwise would have to object to disclosing or producing any  
8 information or item on any ground not addressed in this Stipulated  
9 Protective Order. Similarly, no Party waives any right to object on any  
10 ground to use in evidence of any of the material covered by this  
11 Stipulated Protective Order.

12 12.3 Filing Protected Material. A Party that seeks to file under  
13 seal any Protected Material must comply with Local Rule 79-5.  
14 Protected Material may only be filed under seal pursuant to a court  
15 order authorizing the sealing of the specific Protected Material at issue.  
16 If a Party's request to file Protected Material under seal is denied by the  
17 court, then the Receiving Party may file the information in the public  
18 record unless otherwise instructed by the court.  
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21 **13. FINAL DISPOSITION**

22 After the Final Disposition of this Action, as defined in paragraph  
23 4, within 60 days of a written request by the Designating Party, each  
24 Receiving Party must return all Protected Material to the Producing  
25 Party or destroy such material. As used in this subdivision, "all  
26 Protected Material" includes all copies, abstracts, compilations,  
27 summaries, and any other format reproducing or capturing any of the  
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1 Protected Material. Whether the Protected Material is returned or  
2 destroyed, the Receiving Party must submit a written certification to  
3 the Producing Party (and, if not the same person or entity, to the  
4 Designating Party) by the 60 day deadline that (1) identifies (by  
5 category, where appropriate) all the Protected Material that was  
6 returned or destroyed and (2) affirms that the Receiving Party has not  
7 retained any copies, abstracts, compilations, summaries or any other  
8 format reproducing or capturing any of the Protected Material.

9 Notwithstanding this provision, Counsel is entitled to retain an archival  
10 copy of all pleadings, motion papers, trial, deposition, and hearing  
11 transcripts, legal memoranda, correspondence, deposition and trial  
12 exhibits, expert reports, attorney work product, and consultant and  
13 expert work product, even if such materials contain Protected Material.  
14 Any such archival copies that contain or constitute Protected Material  
15 remain subject to this Protective Order as set forth in Section 4.  
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1 **14. VIOLATION**

2 Any violation of this Stipulated Protective Order may be punished  
3 by any and all appropriate measures including, without limitation,  
4 contempt proceedings and/or monetary sanctions.  
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6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**  
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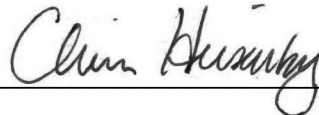
8 DATED: 2/14/2025



HUNTON ANDREWS KURTH LLP

Attorneys for Plaintiff/  
Counterdefendant

12  
13 DATED: 2/5/25



HINCKLEY & HEISENBERG LLP

Attorneys for Defendant/  
Counterclaimant

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19 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**  
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21 DATED: February 14, 2025



22  
23 STEPHANIE S. CHRISTENSEN  
24 United States Magistrate Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ **[print or type full name]**, of  
\_\_\_\_\_  
\_\_\_\_\_ **[print or type full address]**, declare under  
penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States  
District Court for the Central District of California on **[date]** in the  
case of \_\_\_\_\_ **[insert formal name of the case and the  
number and initials assigned to it by the court]**. I agree to  
comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States  
District Court for the Central District of California for the purpose of  
enforcing the terms of this Stipulated Protective Order, even if such  
enforcement proceedings occur after termination of this action. I  
hereby appoint \_\_\_\_\_ **[print or type full name]**  
of \_\_\_\_\_ **[print or type full address and telephone number]** as

1 my California agent for service of process in connection with this action  
2 or any proceedings related to enforcement of this Stipulated Protective  
3 Order.

4  
5 Date: \_\_\_\_\_

6 City and State where sworn and  
7 signed: \_\_\_\_\_

8 Printed name: \_\_\_\_\_

9 Signature: \_\_\_\_\_  
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